

Calmentor *Program, North Region*



**Promoting Involvement in
Architectural & Engineering
Projects in the
North Region**

**Program Guidelines
September 2008**

I. THE CALMENTOR PROGRAM

As a direct result of Governor Arnold Schwarzenegger's Executive Order S-11-06, which promotes the participation of small businesses, the State of California, Department of Transportation (Caltrans) North Region - Districts 1, 2, and 3 has partnered with the American Council of Engineering Companies of California (ACEC California) and is pleased to introduce the Calmentor Program. This program is designed to encourage and support small businesses, comprised of certified Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Disabled Veterans Business Enterprise (DVBE) certified firms, through voluntary partnerships with larger firms. Specifically, the program aims to increase the participation of small Architectural and Engineering (A&E) firms in public transportation projects in the Northern California region, from Sacramento north to the Oregon border.

In order to make the program effective, Caltrans and ACEC California established a Steering Committee consisting of Caltrans and several members of ACEC located in Districts 1, 2, and 3 to develop the program.

Mission Statement

The mission of the Calmentor Program is to increase the pool of small businesses participating in transportation projects by providing small firms opportunities to network and partner with established, larger firms.

Goals and Objectives

- Establish a mentoring program that pairs small businesses with large firms
- Establish an entry point for small firms who desire to do business with Caltrans and other public agencies
- Develop business relationships that foster new opportunities for both large and small firms
- Enhance small business operations to achieve their growth potential
- Create more small business opportunities and provide more meaningful participation on transportation projects
- Encourage non-certified firms to obtain certification from appropriate agencies
- Increase the pool of small businesses

II. PROGRAM GUIDELINES

Location

As an advocate for the Calmentoring Program, Caltrans will maintain all documents pertaining to the program and will maintain a Calmentor website. Caltrans District 3 District Office in Marysville will serve as the facility where participants meet and perpetuate the program.

Participants

Participants of the program are Mentors, Protégés, Program Sponsors, Steering Committee and Program Support members. Each participant is defined as follows:

A. Mentors

Established, larger firms are typically prime consultants willing to commit time to help certified small firms achieve their growth potential.

B. Protégés

Small firms seeking A&E contracts with Caltrans or other public agencies.

C. Program Sponsors

Caltrans

The Program's primary sponsor seeking to facilitate a forum for small firms seeking opportunities for growth.

ACEC California

The lead private organization sponsoring the program and working with Caltrans. ACEC California participation includes the Redwood Chapter, North Coast Chapter, and Sierra Chapter.

Other Public Agencies

Any public organization that also desires to sponsor the program.

Small Business Council

A group of small business trade associations that advise on Caltrans policies and processes affecting certified firm participation in Caltrans contracts.

D. Steering Committee

The Steering Committee, which guides and maintains the Calmentor Program:

- Establishes program goals and objectives and ensures that they are fulfilled
- Collects historical information on how the program is proceeding
- Reviews agreements
- Helps resolve disagreements
- Establishes grievance protocol
- Sets program policies and procedures
- Evaluates program performance
- Serves as an advisory body to Caltrans

E. Program Support

The Caltrans North Region Consultant Services Unit (CSU), under the Division of Program/Project Management, provides the administrative support for the Program. The Chief of CSU North Region is the Caltrans point of contact for all resources needed for the program. This administrative support includes providing/setting up the meeting facility, meeting facilitation, preparing meeting

agendas, handouts, minutes of meetings and other program-related documents. The North Region CSU is the central repository of program documents and maintains the Calmentor website.

Steering Committee Rules

A. Composition

The Steering Committee consists of nine members: four mentors, four protégés, and the Caltrans Chief of North Region CSU. Steering Committee members who are mentors or protégés may come from A&E consulting firms and professional trade associations, including ACEC and SBC.

B. Function

The Steering Committee has the authority and the responsibility to manage all affairs of the program that are not expressly precluded at the annual meeting.

C. Meetings

The Steering Committee meets four times a year. Caltrans North Region, the Steering Committee, or no less than one-fifth of the active Calmentor members may request special meetings as necessary.

D. Notice

The Steering Committee requires at least two days advance notice for special meetings. Such notice may be given in person, by mail, or by electronic media to each member of the Steering Committee.

E. Quorum

A majority of the Steering Committee members constitute a quorum for the transaction of business at any meeting of the Steering Committee. If less than a majority is present, a majority of those present may adjourn the meeting.

F. Action

An action of the Steering Committee quorum constitutes an action of the Steering Committee unless the act of a greater number is required by the guidelines.

G. Action by Written Consent

Any action of the Steering Committee may be taken without a meeting if consent in writing, setting forth the action taken, is approved by two-thirds of the members.

H. Vacancies

Any vacancy in the Steering Committee by reason of resignation, removal, or other means, and any newly created position shall be filled by the Steering Committee members.

I. Compensation

There is no compensation for non-Caltrans Steering Committee members; membership is strictly voluntary.

J. Members of the Steering Committee

The members of the Steering Committee include a Caltrans North Region Chair, a Co-Chair, and a Secretary. Steering Committee members vote the Co-Chair and Secretary. The Steering Committee may appoint members for special tasks, if deemed necessary; these members will serve until the next general members meeting.

Chair

The Chairperson is the Caltrans NR Consultant Services Unit Chief, who is responsible for chairing official businesses and events of the program. The Chairperson has the power to appoint sub-committees subject to the approval of the Steering Committee members. In general, the Chairperson is accountable for all program-related business.

Co-Chair

The Co-Chair is a non-Caltrans member who is voted by the 9-member Steering Committee. The Co-Chairperson works closely with the Chairperson on all program-related matters. The Co-Chair presides in the absence of the Chairperson.

Secretary

The Secretary is the guardian of the program's records. The Secretary is responsible for coordinating and utilizing the Program Support. The Program Support is responsible for taking and keeping meeting minutes, maintaining a current register of the address of each member, all official Program correspondence and notices, ensuring that a copy of these Calmentor Program Guidelines are available at all meetings, preparing the annual report, and performing any other duties assigned by the Chair, Co-Chair or Steering Committee.

K. Election and Tenure

Steering Committee members are appointed for a 2-year term commencing on the date of appointment. Appointments are made via mail or electronic media in a manner determined by the Steering Committee.

Any active member of the program is eligible to be a member of the Steering Committee. No member may serve more than two consecutive terms. A board member filling a mid-term vacancy may serve a maximum of two terms consecutively in that position. A mid-term position comprises one term, regardless of the actual length of service.

L. Removal and Replacement

Caltrans North Region may remove any member elected or appointed, if that removal serves the best interest of the program. The Steering Committee may

initiate such a removal, but it must have the approval of a majority of the Steering Committee members.

A member may be removed and replaced for any of the following reasons:

- 1) Resignation
- 2) Three consecutive absences at regularly scheduled meetings
- 3) Disruptive or abusive behavior
- 4) Non-observance of the mission, objectives and guidelines of the program

M. Filling a Vacancy

Any vacancy resulting from resignation, removal, disqualification, death, or other reason may be filled by the Steering Committee for the unexpired portion of the term. Applicants will submit an application form and a written request to the Steering Committee Chair; the applicant can fill the vacancy when a majority of the members give their approval.

III. PROGRAM STRUCTURE

Pairing Process

1. Mentors and Protégés submit Calmentor Application forms to Caltrans
2. Caltrans posts the names of accepted Mentors and Protégés on the Calmentor website
3. Potential Mentor and Protégé meet and interview each other
4. Mentor and Protégé agree on areas of support and development

Establishing a Formal Relationship

Mentors and Protégés should:

1. Describe the goals and objectives of the partnership
2. Develop method or approach to achieve the goals and objectives
3. Establish a mentoring duration
4. Develop and implement a voluntary Memorandum of Understanding (MOU)

Evaluation and Feedback

1. Mentor and Protégé review milestones in their MOU
2. File Progress Report with Caltrans each quarter

Recognition of Program Accomplishments

1. Participants evaluate accomplishments
2. Mentors and Sponsors review measurements to assess growth of Protégés
3. Participants celebrate success at annual meeting

IV. ADMINISTRATION

Program Maintenance

1. Monitor the status of existing Calmentor partnerships
2. Pair certified small firms with Mentors

3. Maintain the Calmentor website
4. Create a template for a standard MOU
5. Make a list of Frequently Asked Questions
6. Establish a calendar of Steering Committee meetings

Dispute Resolution

Participation in the Calmentor Program is voluntary. Disputes between two parties may be referred to the Steering Committee for discussion and recommendation.

Recruitment

1. Communicate to other professional associations, societies, etc. about the Program
2. Inform potential participants about the website
3. Participate in the annual meeting
4. Maintain and distribute a program brochure

Annual Meeting

An annual meeting is held for feedback, evaluation, networking, recognition and recruitment.

V. APPROVAL of STEERING COMMITTEE

We, the undersigned members, certify that we have fully read and adhere to the terms and conditions of the Program Guidelines.

Name: **CHARLES W. LAUGHLIN, PE**
Affiliation: **DEPARTMENT OF TRANSPORTATION**

Signature: 

Date: 11/13/08

Name: **CHRISTY A. CORZINE**
Affiliation: **ICF JONES & STOKES**

Signature: 


Date: 12-1-08

Name: **JAMES C. BRAINARD, PLS**
Affiliation: **REY ENGINEERING, INC.**

Signature: 

Date: 11/13/08

Name: **KIM TREMAINE**
Affiliation: **TREMAINE & ASSOCIATES, INC.**

Signature: 

Date: 11/13/08

Name: **MARK RAYBACK, PE**
Affiliation: **WOOD RODGERS**

Signature: 

Date: 11/13/2008

Name: **RICK KAUFMAN, PE**
Affiliation: **BLACKBURN CONSULTING**

Signature: 


Date: 12/10/08

Name: **STEVEN W. SOWERS, PE**
Affiliation: **CALTROP CORPORATION**

Signature: 

Date: Nov 13 2008

Name: **AMANDA TAYLOR, PE**
Affiliation: **A TAYLOR ENGINEERING**

Signature: 

Date: 11/13/08

Name: **MAJDI KANAAN, PE**
Affiliation: **ADKO ENGINEERING**

Signature: 

Date: Nov. 13 2008

Calmentor Program, North Region

Mentor Application

Your Name: _____

Phone Number: _____ Email Address: _____

Business Name: _____

Address: _____

President/Principal: _____

Type of Business: _____

Non-Caltrans Professional References:

Name:	Firm Name:	Phone:	Prime	Sub	Client/ Owner
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

A. List three specific goals that your firm would like to gain from participating in the program?

1. _____
2. _____
3. _____

B. List three items that your firm brings to the partnership?

1. _____
2. _____
3. _____

C. Has your firm worked with any of the following agencies?

- | | | | | |
|-------------------------------------|-----|--------------------------|----|--------------------------|
| a. Caltrans | | | | |
| b. Other Entity [insert name] _____ | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| c. Local Agencies | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| d. Other Governmental Agencies | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

D. How long has your firm been in business? _____ Years

Return Application to:
 Chuck Laughlin, Caltrans
 North Region Consultant Services Unit (PPM)
 P.O. Box 911, Marysville, CA 95901
 Email: chuck_laughlin@dot.ca.gov

Calmentor Program, North Region

Protégé Application

Your Name: _____

Phone Number: _____ Email Address: _____

Business Name: _____

Address: _____

President/Principal: _____

Type of Business: _____

Name	Firm Name	Phone Number

A. List three specific goals that your firm would like to gain from participating in the program?

1. _____
2. _____
3. _____

B. List three items that your firm brings to the partnership?

1. _____
2. _____
3. _____

C. Do you have an interest in a Mentor firm or technical specialty? _____

D. Is your firm currently DBE, UDBE, DVBE, or SBE certified? Yes ☐ No ☐

List type of DBE: _____

(Provide proof of current certification, if available)

Does your firm meet the criteria to qualify for California Small Business Certification and if so, what type of DBE? _____

E. Has your firm worked with any of the following agencies?

- | | | |
|------------------------------------|------------------------------|-----------------------------|
| • Caltrans | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Other Entity [insert name] _____ | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Local Agencies | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Other Governmental Agencies | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

F. How long has your firm been in business? _____ Yrs

Return Application to:
 Chuck Laughlin, Caltrans
 North Region Consultant Services Unit (PPM)
 P.O. Box 911, Marysville, CA 95901
 Email: chuck_laughlin@dot.ca.gov

Calmentor Program, North Region

Memorandum of Understanding

This memorandum of understanding is between the Mentor and the Protégé participating in the Calmentor Program.

Mentor Name:		
Address:		
City/Zip		
Contact Person 1 (Name/Tel/E-mail)		
Contact Person 2 (Name/Tel/E-mail)		
Business Focus:		1. 2.

Protégé		
Address:		
City/Zip		
Contact Person 1 (Name/Tel/E-mail)		
Contact Person 2 (Name/Tel/E-mail)		
Business Focus:		1. 2.

A. Preamble

As participants in the Calmentor Program, we shall use our ability in an atmosphere of enthusiasm and mutual professionalism, in a manner that is beneficial and effective for all parties, which meets the stated mission, goals and objectives of the program, and provide maximum benefit to the community. The Calmentor Program is consistent with the Governor's Executive Order No. S-11-06 on Small Business participation in State procurement and contracting processes.

B. Relationships

The relationships among Mentors, Protégés and the Calmentor Steering Committee are voluntary. Participating parties will foster open, candid and timely communications for mutual business benefit.

C. Commitments

The Mentor is committed to providing an adequate amount of time. The Protégé is committed to keeping the Mentor fully informed. Calmentor Steering Committee Members are committed to coordinating, facilitating, and evaluating the program. Each will act with a sense of urgency and mutual respect for each other's time.

D. Duties

1. Mentor:

- a. Attend meetings
- b. Review protégés materials (business plan, accounting procedures, action plan, etc.)
- c. Review protégés key indicators (cash flow, bonding, bids, projects, etc)
- d. Recommend areas for improvement
- e. Follow-up on mutual agreements for action

2. Protégé:

- a. Attend meetings
- b. Define and assess its needs
- c. Present complete and up-to-date information (business plan, cash flow, bookkeeping, bonding, bids, work in progress, etc.)
- d. Request assistance as necessary

3. Calmentor Steering Committee

- a. Provide oversight
- b. Facilitate support services
- c. Identify contracting opportunities
- d. Run Committee Meetings
- e. Receive and compile Progress Reports
- f. Approve the MOU

E. Assessment of the Protégé Needs

The Protégé requires assistance in the following areas: *(Identify each area of business development assistance needed by the Protégé. Assessment should reflect the specific needs of the Protégé).*

- a. Management and technical assistance:
- b. Financial assistance:
- c. Business development assistance:
- d. General Assistance:

F. Assistance to be provided Protégé by Mentor

The Mentor agrees to assist the Protégé to fully develop the assessed needs as described in paragraph E above. *(Mentor must describe, in detail, how it will provide the assessed needs of the Protégé).*

- a. Management and technical assistance. The Mentor will...
- b. Financial assistance. The Mentor will...
- c. Business development assistance. The Mentor will...

- d. General assistance. The Mentor will...

G. Confidential and Non-Disclosure (OPTIONAL)

(Mentor and Protégé may choose to include a clause similar to the following at their discretion)

In carrying out the terms of this MOU, it may be necessary for the parties to provide proprietary data of information to one another. To the extent that such data or information so identified in writing by the disclosing party at the time of the exchange, the receiving party agrees to hold such proprietary information in the strictest confidence for a period of three (3) years from the date of this MOU, and further agrees that, within that period of time, it will not use any such proprietary data or information, except in connection with this Mentor-Protégé MOU, and will not disclose any such proprietary data or information to any third party, unless authorized in writing by the disclosing party.

The provisions of the above paragraph shall not apply to data or information: (i) was in the public domain at the time it was disclosed; or (ii) is disclosed pursuant to the order of a court of competent jurisdiction; or (iii) becomes part of the public domain without breach of this MOU; or (iv) is disclosed with the written approval of the disclosing party; or (v) is disclosed after three (3) years from receipt of the information; or (vi) was independently developed by the receiving party; or (vii) is or was disclosed by the disclosing party to a third party without restriction.

The standard of care imposed on the receiving party for such proprietary data or information will consist of at least the same level of effort the receiving party employs to avoid unauthorized use, disclosure or dissemination of its own proprietary matters of similar value and sensitivity. The receiving party shall not be liable for the inadvertent or accidental disclosure of proprietary information, if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own proprietary data or information.

H. Non-Recruitment- Non-Aggression (OPTIONAL)

Mentor & Protégé may include a paragraph here. Note however, that the California Business and Professional Code § 16600 states that any agreement that restrains an individual from working is unenforceable as a matter of law. While California courts will protect an employer against unfair competition and misappropriation of trade secrets, they will not enforce a restrictive covenant preventing an employee's right to work.

I. Preparation of Mentor- Protégé Quarterly and Annual Reports

The Mentor and Protégé shall use its reasonable and best efforts in completing the required progress reports.

J. Performance Measures

- a. Protégé will demonstrate continuous improvement from quarter-to-quarter and year-to-year in their capital, capacity and other key indicators.
- b. Protégé will transition from the program in one to three years.
- c. Protégé will show development of core competences.

K. Term and Termination of the MOU

Mentor agrees to provide the assistance identified in paragraph F to the Protégé for at least one year. Continuation of the MOU is contingent upon Calmentor Steering Committee review of the progress reports, as part of its annual review of the program.

This MOU may be terminated as follows:

- a. Voluntary Termination by the Mentor. The Mentor may voluntarily terminate this MOU if the Mentor no longer wishes to participate in the Program as a Mentor to a Protégé. The Mentor shall notify the Protégé and Calmentor Chair in writing at least 30 days prior to the termination date.
- b. Voluntary Termination by the Protégé. The Protégé may voluntarily terminate this MOU if the Protégé no longer wishes to participate in the Program as a Protégé to a Mentor. The protégé shall notify the Mentor and Calmentor Chair in writing at least 30 days prior to the termination dates.
- c. Termination by the Calmentor Steering Committee. This committee may decide not to approve continuation of the MOU if it finds that the Mentor has not provide the assistance set forth in this MOU or that the assistance has not resulted in any material benefit or developmental gains to the Protégé.

L. Effective Date

This MOU is effective upon approval by the Calmentor Steering Committee for a period of one year. This MOU is renewable in one-year options.

M. Approval:

Each undersigned certifies that he or she fully read, and adheres to the terms and conditions of this Memorandum of Understanding and its attachment.

Mentor:

Protégé:

Reviewed & Approved by:

Reviewed & Approved by:

Signature:

Signature:

Date:

Date:

Calmentor Chairperson or Designee

Reviewed & Approved by:

Signature:

Date:

Return Application to:
Chuck Laughlin, Caltrans
North Region Consultant Services Unit (PPM)
P.O. Box 911, Marysville, CA 95901
Email: chuck_laughlin@dot.ca.gov

Calmentor Program, North Region

Roles & Responsibilities

A. Program Sponsors

Primary: The primary sponsor and beneficiary of the program is Caltrans North Region, Districts 1, 2, and 3. Caltrans North Region supports and facilitates all program related activities of the Calmentor Program.

Secondary: Non-Caltrans entities (e.g., trade & professional associations, local agencies, joint powers authority and other state and federal agencies) that would like to co-sponsor the Calmentor Program. The secondary sponsors will be requested to provide A&E contracting opportunities within their organization and/or co-sponsor special events of the Calmentor Program.

All Program Sponsors are non-voting participants in the Calmentor Program.

B. Program Support

The Caltrans North Region Consultant Services Unit (CSU), under the Division of Program/Project Management, provides the administrative support of the Program. The CSU Chief is the point of contact for all resource needs of the Program. This administrative support includes providing and setting up the meeting facility, meeting facilitation, preparing meeting agendas, handouts, minutes of meetings and other program-related documents. The North Region CSU is the central repository of Program documents and maintains the North Region Calmentor website.

C. Caltrans Chairperson

The North Region Chief of Consultant Services Unit is the appointed Chairperson of the Program. The Chairperson is responsible for chairing the official businesses and events of the Program. The Chairperson has the power to appoint sub-committees subject to the approval of the Steering Committee. In general, the Chairperson is accountable for all program-related business.

D. Co-Chairperson

The Co-Chairperson is a non-Caltrans member who is voted by the Steering Committee. The Co-Chairperson works closely with the Chairperson on all program-related matters. The Co-Chairperson presides in the absence of the Chairperson.

E. Secretary

The Secretary is voted by the Steering Committee. The Secretary is considered the guardian of the Program records. The Secretary is responsible for coordinating and utilizing the Program Support. The Program Support is responsible for taking and keeping meeting minutes; maintaining a current register of the address of each member; all official Program correspondence and notices; ensuring that a copy of the Calmentor Program Guidelines are available at all meetings; preparing the annual report, and performing any other duties assigned by the Chair, Co-Chair or other Steering Committee members.

F. Sub-Committees

Each of the sub-committees takes the lead in preparing proposal and recommendation for specific program function. The lead person and the assistant lead person are members of the Steering Committee and additional subcommittee volunteers may come from members in general. All sub-committee proposals must be approved by two thirds (2/3) majority vote by the Committee members. The following are the initial sub-committees that have been identified in the Program:

- 1) Sub-Committee on Pairing of Firms: Responsible for establishing the criteria for pairing Mentors and Protégés. This Sub-Committee prepares the list of paired firms for approval by the Steering Committee members.
- 2) Sub-Committee on Memorandum of Understanding (MOU): Responsible for establishing the boilerplate MOU. Review and comment on the MOUs submitted by the paired firms for final approval by the Steering Committee members.
- 3) Sub-Committee on Recruitment: Maintains the optimum participation in the Program by taking the lead on accepting and screening of new secondary sponsors and potential Mentors and Protégés.
- 4) Sub-Committee on Publicity: Takes the lead in promoting the Program and communicating, through various media, the success of the Program.
- 5) Sub-Committee on Special Events: Prepare for the annual meeting and other special events. Coordinate with the recruitment Sub-Committee with regard to entities who would like to co-sponsor special events.

Calmentor Program, North Region

Progress Report

Date: _____

Mentor Firm Name: _____ Protégé Firm Name: _____

Your Name: _____ representing the ☐ Mentor ☐ Protégé

Where are you in the mentoring process?

- ☐ Pairing of mentors and protégés
- ☐ Development and signature of Memorandum of Understanding (MOU)
- ☐ Actively carrying out the mentoring actions identified in the MOU
- ☐ Completed all actions identified in the MOU

On a scale from 1 to 5, rate your group on the following items:

1 = Strongly Disagree	2 = Disagree	3 = Agree	4 = Strongly Agree	5 = Couldn't agree more!
The mentoring progress is on schedule as identified in the MOU.				
1	2	3	4	5
The mentoring process clearly aligns with the agreed upon MOU.				
1	2	3	4	5
I am satisfied with my partner firm commitment.				
1	2	3	4	5
I expect the partner relationship to outlast the mentoring program.				
1	2	3	4	5
I feel our firm is benefiting from the Mentor program.				
1	2	3	4	5
All Mentor-Protégé program goals and objectives are being achieved.				
1	2	3	4	5
The Mentor and Protégé are contributing equally to the program.				
1	2	3	4	5
I would recommend the Calmentor Program to other firms.				
1	2	3	4	5
The Mentor and Protégé are working well together.				
1	2	3	4	5
Disagreements are settled quickly and professionally.				
1	2	3	4	5
I felt encouraged by all members who participated in the program.				
1	2	3	4	5
I would like to continue to work with this firm.				
1	2	3	4	5
What could we do to improve the Calmentor program?				
Additional Comments:				

Send the completed document to:
Steering Committee

